

DISTRIBUTED GENERATION REBATE PROGRAM APPLICATION FORM

Updated: March, 2017

Permit # _____



CONTACT INFORMATION

Applicant's Name		Contractor's Name	
Applicant's Mailing Address		Contractor's Mailing Address	
Applicant's Phone		Contractor's Phone	
Applicant's Email		Contractor's Email	
SMEU Account #		NABCEP #	

PROPERTY INFORMATION

Installation Address: _____

Date of City of San Marcos energy audit: _____ Auditor Name: _____

SOLAR PV SYSTEM

PV module brand / model: _____

DC rated capacity (W): _____ Number of modules: _____

Inverter brand / model: _____

City of San Marcos permit #: _____ Date passed permit inspection: _____

WIND GENERATION SYSTEM

Generator brand / model: _____

DC rated capacity (W): _____

City of San Marcos permit #: _____ Date passed permit inspection: _____

AUTHORIZATION

All required application documents and fees have been included with this application. I understand that the City of San Marcos will only accept this application and fees when all required documentation has been provided. I certify the truthfulness of all the information in and attached to this request. I understand that if any of the information provided is incorrect the permit may be revoked.

I understand in order to qualify, a completed application must be received within 30 days of final City inspection.

Applicant's Signature: _____ Date: _____

PROGRAM OVERVIEW AND ELIGIBILITY

The City of San Marcos Distributed Generation Rebate Program encourages installation of grid-tied renewable energy systems such as solar photovoltaic (PV) and wind systems. The Distributed Generation Rebate Program is open to all City of San Marcos electric utility (SMEU) customers with an account in good standing.

For more information, contact Jan Klein: 512-393-8310 jklein@sanmarcostx.gov

QUALIFYING PRODUCTS

Solar PV: Systems must be professionally designed and installed, and equipment (inverter and modules) must be listed by California Solar Initiative (www.gosolarcalifornia.org/links/equipment_links)

System must be warranted as follows: minimum 20 years for solar modules, minimum 5 years for inverter, and minimum 1 year for installation.

Wind Generators: Systems must be professionally designed and installed, and equipment must have UL certificate of compliance (UL 6140; UL 1741).

System must be warranted as follows: minimum 5 years for generator and minimum 1 year for installation.

REBATE AMOUNTS

Solar PV: \$2.00 / Watt, up to \$5,000. Rebate may not exceed 50% of installed cost.

Wind Generators: \$1.00 / Watt, up to \$5,000. Rebate may not exceed 50% of installed cost.

HOW IT WORKS

1. **Before** purchase and installation of renewable energy system, customer must contact San Marcos Electric Utility (SMEU) to schedule a free energy audit and renewable energy inspection. Single-family homes to be served by the renewable energy system must meet minimum energy efficiency criteria in order to qualify for the rebate.
2. Customer chooses a qualifying renewable energy contractor. Solar contractors must have at least one staff member certified as a PV installer by the North American Board of Certified Energy Practitioners (www.nabcep.org) or that has completed the initial NABCEP certification training and is actively working towards completing their certification. All contractors must be registered with the City of San Marcos Permit Center.
3. Customer submits completed rebate application to SMEU, along with a site layout / diagram showing the proposed installation, and proposed equipment specification sheets.
4. City staff reviews application and funds availability and may issue a *Letter of Approval* to allow the customer to proceed with purchase and installation of the renewable energy system.
5. Contractor submits permit application which must include a one-line electrical diagram.
6. Upon approval and issuance of a permit, the contractor may proceed with installation.
7. After project is completed, contractor schedules final inspection.
8. Within 30 days of final inspection, and no more than 90 days of the *Letter of Approval*, the customer submits itemized invoices, warranty information and a signed interconnection agreement to SMEU.
9. After receiving required information, rebate check will be mailed to the customer at the address provided on the interconnection agreement.

PROGRAM GUIDELINES

- Applicant must be a City of San Marcos electric utility (SMEU) customer with an account in good standing.
- Rebates are offered on a first come / first serve basis and are subject to availability of funds. The City of San Marcos reserves the right to alter the program at any time.
- Rebated products must be installed within the SMEU service area, and must remain in use at the specified address for the lifetime of the product. Should the system be removed, the customer will be billed a pro-rated amount of the original rebate based on: 80% after 1 year, 60% after 2 years, 40% after 3 year, and 20% after 4 years.
- Renewable energy systems must be warranted as stated above (Qualifying Products)
- Rebates of \$600 or more will be reported to the IRS. Applicant must submit a completed W-9 Request for Taxpayer Identification Number and Certification form.
- Rebate amount is pre-tax and is for purchase of new equipment (inverters, solar modules, and wind turbines) and installation only. Rebate is not applicable to leases, used equipment, maintenance agreements, warranties, re-roofing / structural work, batteries or any other items.
- Rebate may not exceed 50% of installed cost.
- System must be professionally designed and installed by a City-registered contractor.
- System must be interconnected to the City of San Marcos electric distribution system.
- Applicant must obtain all required permits / inspections and comply with applicable local, state, and federal regulations
- The City of San Marcos does not endorse specific brands, products, contractors or dealers; nor does it guarantee materials, workmanship, performance or durability of rebated products.

I have read, understand, and agree to the information and guidelines outlined above.

Signed: _____ Date: _____

Print Name: _____

DISTRIBUTED GENERATION INTERCONNECTION AGREEMENT

(FOR SYSTEMS 100 KW OR LESS)

Updated: March, 2017



CONTACT INFORMATION

Customer		Phone Number	
Interconnection Address		Email Address	

DESCRIPTION OF REQUEST

Requested Date of Connection: _____

Type of System and Fuel / Energy Source: _____

Make and Model: _____ **Operating Voltage and Wattage:** _____

RECITALS

San Marcos Electric Utility (SMEU) owns and operates a municipal electric utility engaged in the distribution of electricity serving the City of San Marcos, Texas and portions of Hays County, Texas; and

Customer intends to construct, own, operate, maintain and connect to SMEU's electric distribution system, an on-site distributed generation (DG) facility with a maximum capacity of 100 kW (the "DG System").

The parties wish to contract for the purchase and sale of the net electrical output from the DG System, and the terms of its interconnection with the SMEU electric distribution system.

AGREEMENT

1. This Agreement shall be effective as of the date of last signature below (the "Effective Date") and, subject to the other terms of this Agreement, shall continue in effect for a period of one year, and if not earlier terminated this Agreement will be extended automatically for a period of one year. Customer may terminate this Agreement effective upon providing written notice of termination to the SMEU and disconnecting the DG facilities as provided below. SMEU may terminate this Agreement by providing written notice to Customer immediately upon: (a) the failure or breach of any covenant, warranty or representation given by Customer in this Agreement; (b) a material change, as determined by SMEU in its sole discretion, in a rule, ordinance or statute applicable to this Agreement; or (c) for health and safety reasons presenting an imminent risk of injury to persons or damage to property, as determined by SMEU in its sole discretion. SMEU may otherwise terminate this Agreement by providing 90 days written notice of termination to Customer.

2. Customer shall disconnect all Customer owned DG facilities which tie to SMEU equipment upon the termination of this Agreement, subject to coordination with SMEU and approvals deemed necessary by SMEU to protect its facilities and equipment.

3. The DG System will be installed at Customer's premises at the address specified above. The DG System shall not have a generation capacity greater than 100kW. Customer shall install, operate and maintain the DG System. The DG System shall be in full and faithful compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and generally accepted industry codes and standards, including, but not limited

to the National Electrical Safety Code. Customer shall promptly notify SMEU in writing upon receipt of any citation or other official notice of alleged violation of law concerning the DG System.

4. Customer warrants and represents that:

- (a) the nameplate rating, generation capacity, voltage and output current of the DG System are as specified above;
- (b) when a DG System Power Conditioning Unit (also referred to as an “inverter”) is installed as part of the system, photovoltaic modules and other electrical components and devices meet National Electric Code standards;
- (c) the DG System will be in compliance with all applicable building codes, and will pass inspection by the building inspection department of the applicable municipality, county or other political subdivision having jurisdiction (Customer is responsible for obtaining these inspections);
- (d) all equipment used in the DG System and the interconnection with SMEU’s system meets the standards of all applicable rules and regulations; and (e) all permits, approvals, and/or licenses necessary for the installation or operation of the DG System will be obtained prior to its connection to SMEU’s electric system; (f) the inverter meets SMEU’s standards for satisfactory performance. Customer shall provide to SMEU, prior to Customer’s connecting its facilities to SMEU’s electric system and from time to time during this Agreement as requested by SMEU, manufacturer’s data or other written proof acceptable to SMEU, and any other information requested by SMEU, to verify the accuracy of the foregoing warranties and representations. If any of foregoing warranties and representations should prove to be untrue, or if Customer fails to provide the information requested by SMEU, SMEU may, in addition to any another available right or remedy, immediately disconnect the DG System from SMEU’s electric system and terminate this Agreement.

5. SMEU will purchase from Customer, and Customer will sell exclusively to SMEU the Net Electrical Output made available to SMEU at the point of delivery from the DG System. “Net Electrical Output” shall mean the total amount of electricity delivered into the SMEU electric system by the DG System less the amount of electricity consumed by Customer as measured at the point of delivery. The point of delivery to SMEU for electric power generated by the DG System shall be at the SMEU meter. During the term of this Agreement, Customer shall exclusively purchase from SMEU its requirements of electricity above the amounts generated by the DG System.

6. SMEU shall measure the electricity flow between the DG System and SMEU’s electric system using SMEU installed and owned metering equipment which measures both electricity delivered by the DG System into SMEU’s electric system and the electricity consumed by Customer from SMEU’s electric system. The metering equipment will therefore measure the Net Electrical Output of the DG System delivered to SMEU, or if Customer’s requirements of electricity exceed the amount generated by the DG System, the net amount of electricity being delivered by SMEU to Customer. SMEU shall read the metering equipment in accordance with its normal meter reading schedule and procedures.

7. SMEU shall pay Customer for the Net Electrical Output at SMEU’s avoided cost, i.e. the cost per kilowatt hour which, but for the purchase of electricity from the DG System, SMEU would incur to purchase that amount of electricity from another source or generate such electricity itself. For determining the cost of purchasing electricity from another source, SMEU’s current wholesale power rate shall be the applicable rate for the Customer for that billing period. For determining the cost of generating such electricity itself, SMEU’s applicable fuel costs shall be the applicable fuel charge for the Customer for that billing period. At SMEU’s option, SMEU will credit the value of all electricity purchased from the Customer’s qualifying facility against the bill for service rendered following receipt of the Customer’s meter reading for the billing period, or pay the Customer for all electricity purchased from the Customer’s qualifying facility within 30 days from receipt of the Customer’s meter reading(s) for the billing period, when the amount equals or exceeds \$5.00. If in any billing period, Customer’s electric load exceeds the output of the DG System such that Customer is a net purchaser of electricity from SMEU, Customer shall pay for such electricity at the applicable rates and in accordance with the terms set forth in the Electric Service Agreement, Rate

Schedules, and Rules and Regulations then in effect for electric service Customers in like circumstances. If, upon termination of this Agreement, a credit balance exists on Customer's electric utility account, SMEU shall pay Customer the amount of such credit balance within 30 days after termination.

8. Customer shall be solely responsible for the design, installation, operation, maintenance, and repair of the DG System and Customer's interconnection facilities. The interconnection of the DG System to SMEU's electrical distribution system shall comply with SMEU's technical requirements. Customer shall supply SMEU with the technical data and operating scheme of the DG System prior to Customer's purchase of the DG System and a minimum of four weeks prior to installation. SMEU may inspect the DG System and the interconnection equipment at any time before or after the requested date of interconnection. Prior to setting the meter, SMEU will phase-in the service at the meter. SMEU shall not be required to take or pay for any electricity generated by the DG System until the DG System successfully passes SMEU's field inspection.

9. Customer shall be solely responsible for the costs of installing the DG System. These costs shall include without limitation the cost to install all necessary facilities at the time of interconnection or at some future time, and for any system protection facilities and equipment which, in SMEU's sole opinion, may be required or prudent in order to interconnect with and protect the SMEU electric system due to electricity flow from Customer's equipment into the SMEU system.

10. SMEU shall not be obligated to accept, and shall have the right to require Customer to temporarily curtail, interrupt, or reduce customer generation and deliveries of electricity in order to construct, install, maintain, repair, replace, remove, investigate, inspect, or test any part of SMEU's interconnection facilities, equipment, or any other part of SMEU's electric system. SMEU may disconnect, without notice, the DG System from the electric distribution system, if, in SMEU's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SMEU's facilities or other customers' facilities from damage or interference caused by Customer's DG System or lack of properly operating protective devices.

11. Customer hereby grants SMEU access on and across its property to inspect the DG System and the interconnection equipment, to read or test meters and metering equipment, to operate, maintain and repair SMEU's facilities and to disconnect the DG system from SMEU's electric system, as outlined in paragraph 10 above. No inspection by SMEU of the DG System or the interconnection facilities shall impose on SMEU any liability or responsibility for the operation, safety or maintenance of the DG System or Customer's interconnection facilities.

12. Any renewable energy credits associated with the DG System granted pursuant to the PUC program contained in PUC Substantive Rule § 25.173 or any similar or successor program ("RECs") shall be and are the sole property of SMEU, and Customer hereby grants all of its right, title and interest to any current or future RECs associated with the DG System to SMEU.

13. CUSTOMER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS SMEU, ITS ELECTED AND NON-ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES (INCLUDING COSTS AND ATTORNEY'S FEES, BOTH AT TRIAL AND ON APPEAL) ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE BREACH OF ANY COVENANT, WARRANTY OR REPRESENTATION MADE BY CUSTOMER IN THIS AGREEMENT, OR IN ANY MANNER CONNECTED WITH THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE OR REPAIR OF ANY PART OF CUSTOMER'S DG SYSTEM OR INTERCONNECTION FACILITIES, INCLUDING, WITHOUT LIMITATION LOSSES, CLAIMS, DAMAGES, ACTIONS, SUITS OR DEMANDS FOR DAMAGES FOR OR ON ACCOUNT OF PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO, OR DESTRUCTION OR LOSS OF, PROPERTY BELONGING TO CUSTOMER, SMEU OR ANY THIRD PERSON.

14. A material failure of either party to fully, faithfully and timely perform its obligations under this Agreement shall be a breach of this Agreement. In the event of a breach which is not cured within 30 days after receipt of written notice by the party in default, the party not in default immediately may terminate this Agreement. If Customer fails to make any payment due hereunder, or is otherwise in breach of this Agreement, and such breach continues for 30 days after receipt of written demand from SMEU, SMEU immediately may disconnect the DG System or

otherwise suspend taking electricity from Customer. If the service is disconnected for any reason, prior to reconnection Customer is responsible for all changes necessary to bring the equipment service up to standards set forth and/or referred to in this DG Agreement, including without limitation the requirement that Customer obtain any necessary permits or inspections for Customer equipment. All rights granted under this section are in addition to all other rights or remedies available at law or under this Agreement or the applicable SMEU Electric Service Agreement, Rate Schedules and Rules and Regulations in effect.

15. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, or permitted assigns of each of the parties hereto. Customer may not assign this Agreement without the prior written consent of SMEU, which consent may be withheld in SMEU's sole discretion. Any assignment without such consent shall be null and void. This contract is non-transferable to subsequent owners or tenants of the property and/or facility covered by this Agreement.

16. This Agreement constitutes the entire agreement and understanding between the parties hereto and can be amended only by agreement between the parties in writing. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, such unenforceable provision shall have no effect on the remaining provisions of this Agreement and shall be enforced to the maximum extent allowed by law.

17. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder.

18. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Texas. Venue for all such disputes shall be proper and lie exclusively in Hays County, Texas.

EXECUTION

Effective as of the execution date below..

City of San Marcos

By: _____ **Date:** _____

*Thomas P. Taggart
Executive Director of Public Services*

Customer

By: _____ **Date:** _____

Printed Name: _____

To be completed by Staff: Associated Permit Number(s) _____